

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/01/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Viking Range Corporation		04/01/2013	CORPORATION: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Viking Range, LLC		
Street Address:	111 Front Street		
City:	Greenwood		
State/Country:	MISSISSIPPI		
Postal Code:	28930		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1437211	VIKING	
Registration Number:	1798615	VIKING	
Registration Number:	1885538	POWER PLUS JAM-INATOR	
Registration Number:	1805114	VIKING	
Registration Number:	1885831	VIKING	
Registration Number:	2196291	VIKING	
Registration Number:	1565774	VIKING	
Registration Number:	2196439	VIKING	
Registration Number:	1598452	VIKING	
Registration Number:	2724541	VIKING	
Registration Number:	2493555	VIKING	
Registration Number:	3163333	VIKING	
Registration Number:	3326880	VIKING	

OP \$440.00 1437211

Registration Number:	3655276	VIKING
Registration Number:	4330241	VIKING
Registration Number:	2796178	THE ALLUVIAN
Registration Number:	3836066	MY VIKING KITCHEN

#### CORRESPONDENCE DATA

Fax Number: 9015770783

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 901-579-3128

Email: trademarks@bakerdonelson.com

Correspondent Name: Wendy Robertson

Address Line 1: 6060 Poplar Avenue

Address Line 2: Baker, Donelson, Bearman, Caldwell

Address Line 4: Memphis, TENNESSEE 38119

ATTORNEY DOCKET NUMBER:	2903102-000152
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NAME OF SUBMITTER:	Wendy Robertson
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Signature:	/wrobertson/
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Date:	05/30/2013
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#### Total Attachments: 7

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3170060

Business ID: 1018063  
Date Filed: 04/01/2013 05:00 PM  
C. Delbert Hosemann, Jr.  
Secretary of State

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F0601 A

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE  
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333  
Articles of Merger or Certificate of Merger  
For Cross Entity Mergers

The undersigned business entities pursuant to Sections 79-4-11.05 and/or 79-29-209, as amended, hereby execute the following document and sets forth:

1. Name and Type of Entity 1

⇒

Viking Range Corporation, a Mississippi corporation (non-surviving entity)

2. Name and Type of Entity 2

⇒

Viking Range, LLC, a Delaware limited liability company (surviving entity)

3. Name and Type of Entity 3

⇒

4. The future effective date is  
(Complete if applicable)

5. Mark appropriate box

☒

The Plan of Merger is attached (required for merger involving domestic Limited Liability Company).

OR

☐

The Plan of Merger is not attached, nor required to be attached.

6. (a) Name and Type of Surviving Entity

⇒

Viking Range, LLC, a Delaware limited liability company

⇒

(b) Jurisdiction of Surviving Entity

Delaware

7. The plan of merger has been approved and executed by each party to the merger. For each domestic limited liability company, the plan of merger was duly approved by the members and, if voting by any separate voting group was required, by each such separate voting group, in the manner required by the Mississippi Limited Liability Company Act and the certificate of formation and limited liability company agreement

8. The plan of merger and the performance of its terms are duly authorized by all actions required by the laws under which each entity is organized, or by which each entity is governed, and by each entity's organizational documents.

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## OFFICE OF THE MISSISSIPPI SECRETARY OF STATE

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Merger or Certificate of Merger  
For Cross Entity Mergers

9. Mark appropriate box (Applicable to each corporation which is a party to the merger).

⇒ ☐ (a) Shareholder approval of the plan of merger was not required.

OR

⇒ ☒ (b) The plan of merger was duly approved by the shareholders and, if voting by any separate voting group was required, by each such separate voting group, in the manner required by the Mississippi Business Corporation Act and the articles of incorporation;

(i) the designation, number of outstanding shares, and number of votes entitled to be cast by each class entitled to vote separately on the plan as to each corporation were

Name of Corporation	Class	No. of outstanding	No. of votes entitled to be cast	No. of votes present
⇒ Viking Range Corporation	Common	113955	113955	113955
⇒ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## AND EITHER

a. the total number of votes cast for and against the plan by each class entitled to vote separately on the plan was

Name of Corporation	Class	Total no. of votes cast FOR the Plan	Total no. of votes cast AGAINST the Plan
⇒ Viking Range Corporation	Common	113955	0
⇒ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

OR

b. the total number of undisputed votes cast for the plan separately by each class was

Name of Corporation	Class	Total no. of undisputed votes cast FOR the Plan
⇒ <input type="text"/>	<input type="text"/>	<input type="text"/>
⇒ <input type="text"/>	<input type="text"/>	<input type="text"/>

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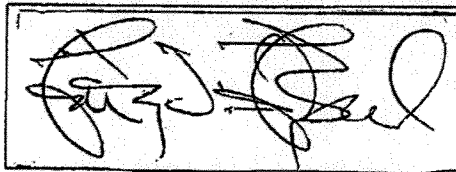
Articles of Merger or Certificate of Merger  
For Cross Entity Mergers

And the number of votes present and the number of votes cast for the plan by each class was sufficient for approval by that class.

Name of Entity 1

Viking Range Corporation

By: Signature



(Please keep writing within blocks)

Printed Name

Timothy J. FitzGerald

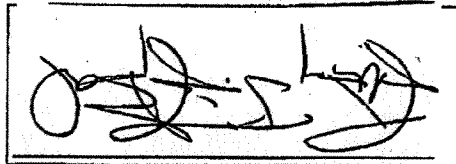
Title

VP, CFO, Secretary

Name of Entity 2

Viking Range, LLC

By: Signature



(Please keep writing within blocks)

Printed Name

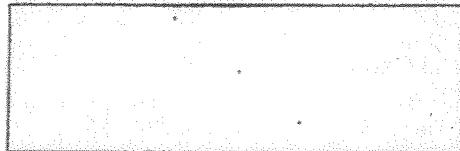
Timothy J. FitzGerald

Title

VP, CFO, Secretary

Name of Entity 3

By: Signature



(Please keep writing within blocks)

Printed Name

Title

TRADEMARK

REEL: 005037 FRAME: 0387

3170060

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of April 1, 2013, is entered into between Viking Range Corporation, a Mississippi corporation ("Viking"), and Viking Range, LLC, a Delaware limited liability company ("VR LLC"). Viking and VR LLC are hereinafter sometimes collectively referred to as the "Constituent Entities."

### WITNESSETH:

WHEREAS, Viking is a corporation duly organized and existing under the laws of the State of Mississippi;

WHEREAS, VR LLC is a limited liability company duly organized and existing under the laws of the State of Delaware;

WHEREAS, Viking has authority to issue two million (2,000,000) shares of common stock, \$.10 par value, in two classes (the "Viking Common Stock"), of which one hundred thirteen thousand nine hundred and fifty-five (113,955) shares are issued and outstanding to its sole shareholder, VR LLC;

WHEREAS, VR LLC has authority to issue one class of common interests ("Common Interests"), of which all Common Interests are issued and outstanding to its sole member, Middleby Marshall Inc. ("Parent"); and

WHEREAS, the Board of Directors and the sole shareholder of Viking, and the sole member of VR LLC have each approved this Agreement and the terms and conditions herein (including the Merger) upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, Viking and VR LLC hereby agree as follows:

1. Merger. Viking shall be merged with and into VR LLC (the "Merger") such that VR LLC shall be the surviving entity (hereinafter sometimes referred to as the "Surviving Entity"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of the States of Mississippi and Delaware and the Merger shall become effective upon such filings (the "Effective Time").

2. Governing Documents. The Limited Liability Company Agreement of VR LLC, as in effect immediately prior to the Effective Time, shall be the Limited Liability Company Agreement of the Surviving Entity without change or amendment.

3. Officers and Directors. The persons who are officers of Viking immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Entity, without change until their successors have been duly appointed in accordance with the Limited Liability Company Agreement of the Surviving Entity. The directors of Viking immediately prior to the Effective Time shall resign effective as of the Effective Time, and after the Effective Time, the management of the Surviving Entity shall be fully reserved to Parent, as its sole member.

4. Succession. At the Effective Time, the separate limited liability company and corporate existence, as applicable, of VR LLC and Viking shall cease. At the Effective Time (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Entities, subject to all the restrictions, disabilities and duties of each of the Constituent Entities; (ii) all assets, property, real, personal and mixed, belonging to each of the Constituent Entities; and (iii) all debts due to each of the Constituent Entities on whatever account, including stock subscriptions and all other things in action; shall succeed to, be vested in and become the property of the Surviving Entity without any further act or deed as they were of the respective Constituent Entities. The title to any real estate vested by deed or otherwise and any other asset, in either of such Constituent Entities shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of VR LLC and Viking shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All limited liability company or corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of (i) VR LLC, its Member, officers and agents and (ii) Viking, its stockholder, Board of Directors and committees thereof, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to VR LLC and Viking. The employees and agents of VR LLC and Viking shall become the employees and agents of the Surviving Entity and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of VR LLC and Viking.

5. Further Assurances. From time to time, as and when required by the Surviving Entity or by its successors or assigns, there shall be executed and delivered on behalf of VR LLC and Viking such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate,

advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of VR LLC and Viking, and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Entity are fully authorized in the name and on behalf of VR LLC and Viking or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Cancellation of Shares; Conversion of Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Viking Common Stock issued and outstanding immediately prior to the Effective Time shall be cancelled and extinguished. At the Effective Time, the Common Interests of VR LLC issued and outstanding immediately prior to the Effective Time shall remain issued and shall thereafter represent common interests of the Surviving Entity.

7. Amendment. The parties hereto, by mutual consent of the Board of Directors of Viking and the sole member of VR LLC, may amend, modify or supplement this Agreement prior to the Effective Time.

8. Termination. This Agreement may be terminated and the Merger and others transactions herein provided for abandoned at any time prior to the Effective Time, if the Board of Directors of Viking or the sole member of VR LLC determines that the consummation of the transactions provided for herein would not, for any reason be in the best interests of the Constituent Entities and their sole stockholder and sole member, respectively.

9. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

10. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the choice or conflict of law provisions contained therein.



3170060

IN WITNESS WHEREOF, Viking and VR LLC have caused this Agreement to be executed and delivered as of the date first written above.

VIKING RANGE CORPORATION

By: 

Name: Timothy J. Fitzgerald

Title: Vice President, Chief Financial  
Officer and Secretary

VIKING RANGE, LLC

By: Middleby Marshall Inc.  
its sole member

By: 

Name: Timothy J. Fitzgerald

Title: Vice President, Chief Financial  
Officer and Secretary